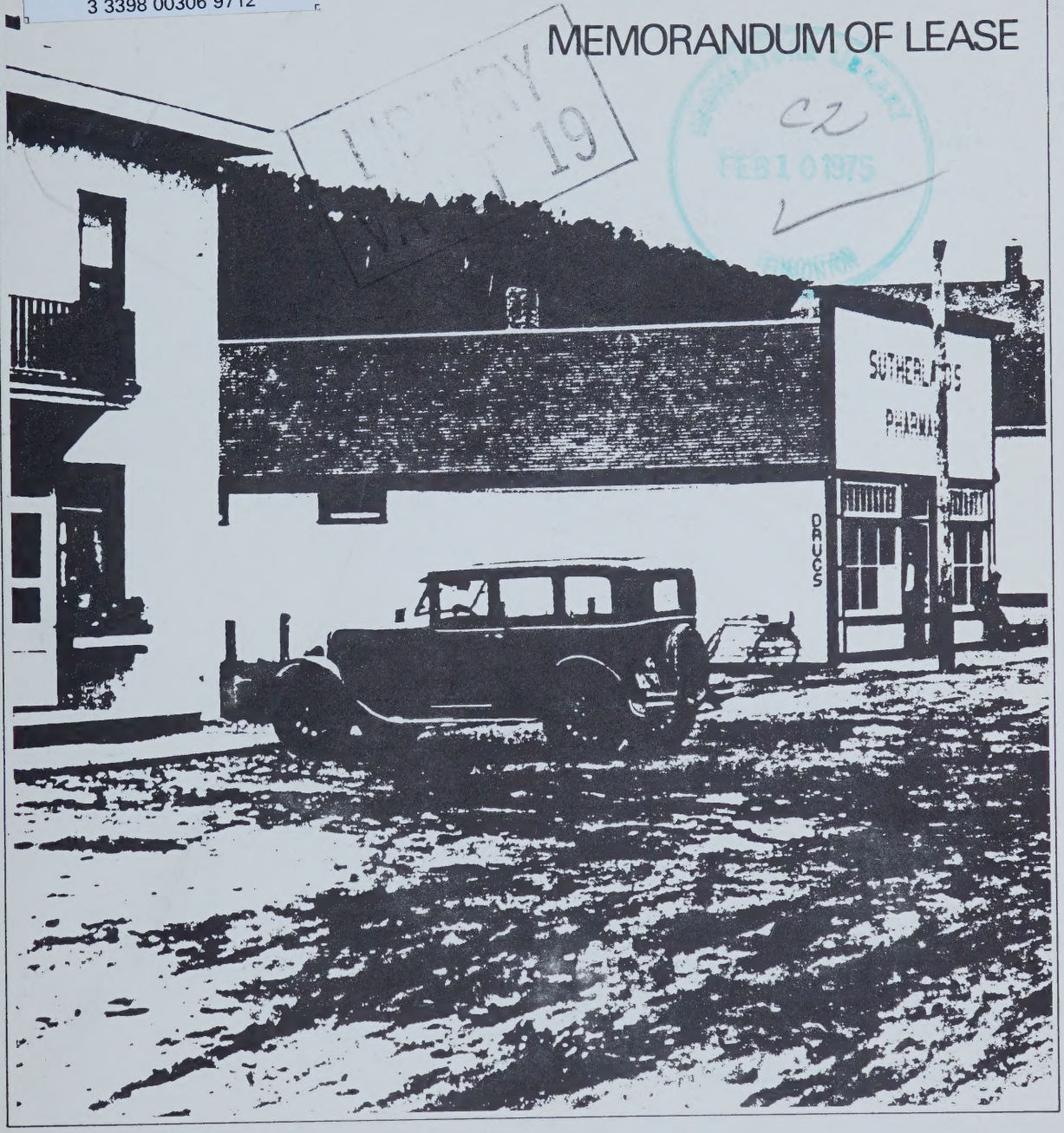
CA2ALAH
75N27
C.2

CA2 ALAH 1975N27
New Town of Fort Mcmurray: Memorandum of Lease.
2
3 3398 00306 9712

NEW TOWN OF FORT McMURRAY

MEMORANDUM OF LEASE



C2
FEB 10 1975
EDMONTON

Alberta
HOUSING CORPORATION

Digitized by the Internet Archive
in 2026 with funding from
Legislative Assembly of Alberta - Alberta Legislature Library

MEMORANDUM OF LEASE

ARTICLE 1

GRANT OF LEASE

Section 1.01

ALBERTA HOUSING CORPORATION, a corporation incorporated by statute of the Province of Alberta, and having its Head Office in the City of Edmonton, in the Province of Alberta, (hereinafter called "the Lessor") being registered as owner, subject however to such encumbrances, liens and interests as are notified by memorandum underwritten (or endorsed hereon) of the lands and premises described in Schedule "A" hereto, does hereby lease to

(hereinafter called "the Lessee") all of the said lands, to be held by it the said Lessee as tenant for the space of Fifty (50) years from the day of , A.D. 19 , and from thenceforth next ensuing and fully to be completed and ended on the day of , A.D. , (but subject to renewal for three (3) further terms of five (5) years each in the circumstances and as hereinafter set forth and also subject to prior termination in the events hereinafter set forth) at the rental and subject to the covenants and powers implied and the special covenants, terms and conditions hereinafter set forth and which the Lessor and Lessee agree to observe and perform as the same may be applicable to each of them respectively.

Digitized by the Internet Archive
in 2026 with funding from
University of Alberta Library

https://archive.org/details/ableg_33398003069712

ARTICLE 2

INTERPRETATION

Section 2.01

(1) The captions and headings in this Lease are for convenience of reference only, and shall not affect the interpretation of any provision or its scope or intent.

(2) In construing these presents the word "Lessee" and the personal pronoun "it" relating thereto and used therewith shall be read and construed as "Lessee" or "Lessees" and "his", "her", "it" and "their" respectively as the number and gender of the party or parties referred to in each case require and the number of the verb agreeing therewith shall be considered as agreeing with the said word or pronoun so substituted.

ARTICLE 3

RENT

Section 3.01 ANNUAL RENT

(1) The Lessee covenants and agrees to pay to the Lessor an annual rent in the amount hereinafter set out and further covenants and agrees to pay the same at the times and in the manner provided in Section 3.02 hereof, together with interest on all rents in arrears at the rate of twelve (12%) per cent per annum.

(2) The Lessee shall make all payments hereunder in lawful money of Canada, without demand or deduction, to the

Lessor at its head office in the City of Edmonton, in the Province of Alberta, or at such other place as the Lessor may designate by notice in writing from time to time.

Section 3.02 AMOUNT OF RENT

(1) In Section 3.02 hereof the term "lease year" means any one of the consecutive periods of twelve months comprising the term of this Lease, the first lease year being the period of twelve months commencing on the date of commencement of the term and ending on the day preceding the first anniversary of such date of commencement and each succeeding lease year being a period of twelve months commencing on the day following the expiration of the lease year preceding it.

(2) In this Lease the term "principal term" shall mean the period from to .

(3) In this Lease the term "renewal term" shall mean one of the periods by which the term hereof may be extended by renewal of this Lease under the provisions of Section 16.01 hereof.

(4) In this Lease the word "term" shall include both the principal term and all renewal terms except where the context of the word would otherwise indicate.

(5) In this lease the term "land market value" means the market value of the fee simple estate in the said lands, exclusive of buildings, improvements and other structures,

determined in the manner hereinafter provided, such determination to be made as if (and on the assumption that) the said lands were vacant lands, were free from encumbrance and this lease, had no buildings, improvements or other structures situate thereon, and were immediately available for new development.

(6) The Basic Annual Rent shall be payable in equal monthly instalments in advance, the first instalment being due on the day of , A.D. .

(7) During each year of the period from the commencement of the term until the expiration of the tenth (10th) lease year, the Basic Annual Rent shall be

Dollars

payable in equal monthly instalments of

Dollars.

(8) During each year of the period from the expiration of the tenth lease year until the expiration of the twentieth lease year, the Basic Annual Rent shall be the greater of:

(a) the Basic Annual Rent payable during the tenth lease year, or

(b) ten and one-half per cent (10-1/2%) of land market value computed as of the first day of the eighth month of the tenth lease year,

payable in equal monthly instalments.

(9) During each year of the period from the expiration of the twentieth lease year until the expiration of the

thirtieth lease year, the Basic Annual Rent shall be the greater of:

(a) the Basic Annual Rent payable during the twentieth lease year, or

(b) ten and one half per cent (10-1/2%) of land market value computed as of the first day of the eighth month of the twentieth lease year,

payable in equal monthly instalments.

(10) During each year of the period from the expiration of the thirtieth lease year until the expiration of the fortieth lease year, the Basic Annual Rent shall be the greater of:

(a) the Basic Annual Rent payable during the thirtieth lease year, or

(b) ten and one-half per cent (10-1/2%) of land market value computed as of the first day of the eighth month of the thirtieth lease year,

payable in equal monthly instalments.

(11) During each year of the period from the expiration of the fortieth lease year until the expiration of the original term hereof, the Basic Annual Rent shall be the greater of:

(a) the Basic Annual Rent payable during the fortieth lease year, or

(b) ten and one-half per cent (10-1/2%) of land market value computed as of the first day of the eighth month of the fortieth lease year,

payable in equal monthly instalments.

(12) During each year of the first renewal term hereof, if exercised hereunder, the Basic Annual Rent shall be the greater of:

(a) the Basic Annual Rent payable during the last year of the principal term, or

(b) ten and one-half per cent (10-1/2%) of land market value computed as of the first day of the eighth month of the last year of the principal term hereof,

payable in equal monthly instalments.

(13) During each year of the second renewal term hereof, if exercised hereunder, the Basic Annual Rent shall be the greater of:

(a) the Basic Annual Rent payable during the last year of the first renewal term, or

(b) ten and one-half per cent (10-1/2%) of land market value computed as of the first day of the eighth month of the last year of the first renewal term hereof,

payable in equal monthly instalments.

(14) During each year of the third renewal term hereof, if exercised hereunder, the Basic Annual Rent shall be the greater of:

(a) the Basic Annual Rent payable during the last year of the second renewal term, or

(b) ten and one-half per cent (10-1/2%) of land market value computed as of the first day of the eighth month of the last year of the second renewal term hereof,

payable in equal monthly instalments.

(15) The parties hereto shall, in each of the tenth, the twentieth, the thirtieth and the fortieth lease years and also, if the Lessee shall be entitled to and shall exercise any options for renewal provided for by Section 16.01 hereof, in the lease year preceding the commencement of such renewal term on each such occasion, endeavour to agree on the annual rental rate for the next applicable lease period or renewal term (as the case may be) prior to the ninetieth day immediately preceding the expiration of such lease year, and if they are unable to agree on such annual rental rate by the said date, the matter shall be determined by arbitration as set out in Section 12.01 hereof (it being agreed that until such annual rental rate is determined the Lessee shall continue to pay rent at the rate prevailing in the last year of the lease period or term then ending, and that forthwith upon the annual rental rate being determined as hereinafter provided the Lessee shall pay as rent to the Lessor on demand and in a lump sum the amount of any arrears that may be owing by reason of a resulting increase in the amount of the annual rent).

ARTICLE 4

LESSOR'S TITLE

Section 4.01

The Lessee covenants and agrees that the demised premises

are let hereunder subject to:

(a) the rights of any parties in possession thereof;

(b) the existing state of the title thereof as of the commencement date;

(c) all zoning by-laws, regulations, restrictions and rules, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and

(d) any state of facts which an accurate survey of physical inspection thereof might show.

ARTICLE 5

IMPROVEMENTS

Section 5.01 IMPROVEMENTS AS SHOWN ON PLANS AND SPECIFICATIONS

(1) Prior to taking possession of the said lands the Lessee shall first:

(a) have provided to the Lessor detailed plans and specifications for improvements to be constructed upon the said lands, such plans and specifications to be substantially in accordance with preliminary plans filed with and approved by the Lessor prior to the grant of the within Lease,

(b) have obtained the approval in writing of the Lessor to such detailed plans and specifications, which approval shall not be unreasonably withheld, and

(c) have deposited with the Lessor security satisfactory to the Lessor for the completion of and payment for

the construction contemplated in the said plans and specifications, or performance and completion bonds in respect of such construction in form and amounts and on terms satisfactory to the Lessor, or such other assurance of the completion of and payment for the said construction as the Lessor may in its sole discretion accept in lieuof security or performance and completion bonds,

and until all of the aforesaid requirements shall have been strictly met the Lessee shall not be entitled to take possession of or to commence construction upon (neither shall it take possession of nor commence construction upon) the said lands; provided however, that nothing herein shall suspend or otherwise affect the Lessee's obligation to pay to the Lessor the rents herein reserved unto the Lessor at the times and in the manner herein provided, such rents to be due and payable accordingly whether or not the Lessee shall have met any or all of the aforesaid requirements.

(2) Subject to paragraph (1) of this Section, the Lessee shall on or before the day of , A. D. commence the construction of a and related improvements on the said lands in accordance with the aforesaid detailed plans and specifications. The Lessee will complete construction of the said improvements in accordance with the said detailed plans and specifications (including installation of

equipment and furnishings shown on the said detailed plans and specifications) by the day of , A.D. , subject only to such extension of time as may be reasonably required due to delays beyond the Lessee's control.

(3) In erecting and completing the new improvements, the Lessee will proceed with all due diligence and do all acts and things required by, and perform the work in conformity and in accordance with all applicable building and zoning by-laws and with all applicable laws, orders, rules, regulations and requirements of all federal, provincial and municipal governments and agencies; and will keep the Lessor indemnified by insurance in amounts

and with companies satisfactory to the Lessor against all claims (including and without restricting the generality of the foregoing claims for damages, for fees, charges, penalties and other payments whatsoever) in respect of or arising out of such demolition and erection; and will generally and from time to time discharge all claims, assessments and outgoings now or at any time chargeable against the Lessor in respect of the said lands and/or the said improvements including Builders' Liens and claims under or in respect of the Workmen's Compensation Act.

Section 5.02 INDEPENDENT ENGINEER

The Lessor may, at the Lessor's option, and at the expense of the Lessee, engage or retain independent engineers for the purpose of viewing, examining, instructing and advising upon any and all work done under Section 5.01 hereof or under Section 7.06 hereof, and generally with respect to the construction, reconstruction, repair, or alteration of the said improvements, such engineer to report directly to the Lessor.

ARTICLE 6

TAXES AND UTILITY CHARGES

Section 6.01

The Lessee will during the term hereof pay and discharge when due all taxes, rates, duties and assessments whatsoever (including without limiting the generality of the foregoing assessments

for local or public improvement and school taxes) in respect of the demised premises, and any tax levied in lieu of a realty tax, that may be levied, charged or assessed on or against the demised premises, or against any property brought thereon by the Lessee or any of its subtenants, and every tax or licence fee payable in respect of any business carried on therein, or in respect of the occupancy of the premises by the Lessee or by any of its subtenants, whether such taxes, rates, duties, assessments or licence fees are charged by any municipal, school, ecclesiastical, parliamentary or other body and whether or not they are now existing or within the contemplation of the parties hereto, together with all charges for electric current, water, gas and other utilities charged in respect of the demised premises, and will indemnify and keep indemnified the Lessor and its property from and against payment of all loss, costs, charges and expenses occasioned by or arising from any and every such tax, rate, duty, levy, charge, assessment or licence fee. The Lessee shall furnish to the Lessor receipts or other documents evidencing payment of the aforesaid items from time to time upon request.

ARTICLE 7

MAINTENANCE, REPAIR AND INSURANCE

Section 7.01 REPAIR

The Lessee will maintain and keep in good and substantial repair and condition the demised premises and all buildings, fixtures, equipment and improvements of whatsoever nature now or at any time hereafter forming part of the demised premises and used in connection therewith, reasonable wear and tear only excepted. Provided that in the event of any single repair or replacement being necessary which involves a cost of more than Twenty-Five Thousand ($25,000.00) Dollars, the Lessee shall before commencing the repair comply with the provisions of Section 7.06 hereof, in the same manner as if such repair or replacement constituted an alteration or addition under Section 7.06. The Lessee shall cause all work done in connection with any such repair or replacement to be done promptly and in a good and workmanlike manner in accordance with the plans and specifications previously approved by the Lessor, as required by Section 7.06 hereof, if such approval is required hereunder, and with all applicable building and zoning by-laws, and with all applicable laws, orders, rules, regulations and requirements of all federal, provincial and municipal governments and agencies. In addition, the Lessee will at its sole expense keep the Lessor indemnified by insurance in amounts

and with companies reasonably satisfactory to the Lessor against all claims whatsoever arising out of the work or repair or replacement, such insurance to be in the names of both the Lessor and Lessee as insureds thereunder.

Section 7.02 COMPLIANCE WITH THE LAW

The Lessee will comply with the requirements of every applicable statute, law and ordinance, and with every applicable lawful regulation or order with respect to the removal of any encroachment, or to the condition, equipment, maintenance, use or occupation of the demised premises, including the making of any alteration or addition thereto or in connection therewith, whether or not such alteration be structural or be required on account of any particular use to which the demised premises or part thereof may be put, and whether or not such requirement, regulation or order be of a kind now existing or within the contemplation of the parties hereto.

Section 7.03 COMPLIANCE WITH REGULATIONS

The Lessee shall comply with any applicable regulation or order of the Canadian Fire Underwriters Association or of any body having similar functions or any liability or fire insurance company by which the Lessor and/or the Lessee may be insured.

Section 7.04 INSPECTION

It shall be lawful for the Lessor and its agents at all

reasonable times during the term hereof to enter the demised premises to examine the condition thereof and the Lessee shall forthwith upon receipt of notice from the Lessor that certain repairs are required commence such repairs and diligently prosecute the same to completion.

Section 7.05 LIENS

The Lessee shall forthwith pay off and cause to be discharged any builders' liens or similar liens that may be filed against the said lands and/or improvements and/or the leasehold estate created hereby during the term of this Lease, provided that the Lessee may contest the validity of any such lien on giving the Lessor reasonable security to ensure payment and to prevent any sale, foreclosure or forfeiture of the said lands, improvements thereon, the leasehold estate created hereby, or any estate therein by reason of such non-payment. Provided further that upon determination of the validity of any such lien the Lessee shall immediately pay any judgment in respect thereof rendered against the Lessee and/or the Lessor with all proper costs and charges including all costs incurred by the Lessor in connection with any such lien, and shall cause a discharge of such lien to be registered without cost to the Lessor.

Section 7.06 ALTERATIONS AND ADDITIONS

The Lessee shall be entitled from time to time to make alterations and additions to the improvements forming part of the demised premises, or to demolish and replace the whole or any part

of such improvements, provided that the Lessee is not then in default hereunder and provided further that in the event the estimated cost of any such alteration, addition, demolition or replacement exceeds Twenty-Five Thousand ($25,000.00) Dollars the Lessee shall first:

(1) have obtained the approval in writing of the Lessor to such alteration or addition or such demolition and replacement, and to the plans and specifications therefor, which approval shall not be unreasonably withheld, and

(2) have deposited with the Lessor security satisfactory to the Lessor for the completion of and payment for the alteration, addition, demolition or replacement, or performance and completion bonds in respect of such alteration, addition, demolition or replacement in such form and amounts and on such terms as are satisfactory to the Lessor, or such other assurance of the completion of and payment for the alteration, addition, demolition or replacement as the Lessor may in its sole discretion accept in lieu of security or performance and completion bonds.

The Lessee shall cause all work done in connection with any such alteration, addition, demolition, or replacement to be done promptly and in a good and workmanlike manner and in accordance with the plans and specifications therefor approved by the Lessor and with all applicable building and zoning by-laws and with all applicable

laws, orders, rules, regulations and requirements of all federal, provincial and municipal governments and agencies, and will keep the Lessor indemnified by insurance in amounts and with companies satisfactory to the Lessor against all claims arising out of such work, such insurance to be in the names of both the Lessor and the Lessee as insureds thereunder.

Section 7.07 CONDITION ON EXPIRATION

The Lessee will at the expiration of the principal term hereof or the expiration of the last renewal term exercised hereunder in accordance with the terms hereof peaceably surrender and yield up to the Lessor the demised premises with the appurtenances thereto in good and substantial repair and condition, reasonable wear and tear excepted.

Section 7.08 INSURANCE

(1) The Lessee will during the whole of the term hereof cause the buildings, fixtures, equipment and improvements from time to time forming part of the demised premises to be insured for their full insurable value on a replacement cost basis in such minimum amounts and against loss by such insurable hazards as the Lessor may from time to time reasonably request, with a company or companies satisfactory to the Lessor; the policy or policies to be in the names of the Lessor and the Lessee as their interests may appear. Premiums

for such insurance shall be paid by the Lessee, and the policies or certificates of insurance shall be deposited with the Lessor and shall be in form satisfactory to the Lessor, and evidence of the continuance of all such insurance required under this Lease shall be furnished to the Lessor at least fifteen (15) days before the expiration thereof.

(2) All losses shall be adjusted by the Lessee with the approval of the Lessor, and all insurance proceeds shall be paid to the Lessor alone, provided that if the proceeds in respect of any one loss are less than Twenty-Five Thousand ($25,000.00) Dollars and if the Lessee is not at the time in default hereunder the same shall be paid to the Lessee.

(3) Immediately upon the occurrence of a loss the Lessee shall notify the Lessor thereof and shall proceed as soon as possible thereafter to restore the property concerned to the same condition as prevailed immediately prior to the loss.

(4) The insurance proceeds shall be applied to the cost of restoration (hereinafter referred to as "the Work") and in case of any loss exceeding the sum of Twenty-Five Thousand ($25,000.00) Dollars shall upon request by the Lessee as herein provided, but subject to the right of the Lessor to retain from such proceeds the amount permitted or required to

be retained by an owner of property under The Builders' Lien Act of Alberta or any successor to such statute or similar statute as protection against builders' or other liens, be paid out from time to time to the Lessee as the Work progresses. Such request by the Lessee shall be accompanied by:

(a) a certificate of the architect or engineer in charge of the Work, who shall be an architect or engineer employed by the Lessee and approved by the Lessor, stating:

(i) that the sum requested is justly due to the contractor, subcontractors, material men, labourers, engineers, architects, or other persons, firms or corporations rendering services or materials for the Work, or is justly required to reimburse the Lessee for expenditures made by the Lessee in connection with the Work, and when added to all sums previously paid out by the Lessor, does not exceed the value of the Work done, to the date of such certificate; and

(ii) the amount estimated to be necessary to complete the Work; and

(b) unless such proceeds are to be paid or released to the contractor in respect of the Work,

evidence satisfactory to the Lessor that the Lessee has theretofore paid for the services or material made the basis of such request;

provided, however, that the Lessor shall not be required to make any such payment if and to the extent that the monies held by the Lessor thereafter would not be sufficient to complete the Work.

(5) Before making any such payment the Lessor shall also be furnished at the Lessee's expense with evidence that there are no lien claims in respect of the Work which have been filed or of which notice has been received by the Lessor or the Lessee. If any such claims are outstanding, the Lessor may after ten (10) days' notice to the Lessee pay the amounts thereof together with reasonable costs and may cause discharges thereof to be registered, and may deduct the total sum so disbursed together with its own solicitor's costs on a solicitor-and-client basis from the insurance moneys which would otherwise be payable to the Lessee. Provided that if the Lessee so desires it may contest any such lien claim upon the conditions set forth in Section 7.05 hereof and the Lessor may thereupon make such payment to the Lessee as requested.

(6) If the insurance money in the hands of the Lessor shall be insufficient to pay the entire cost of the Work, the Lessee agrees to pay the deficiency. Upon the completion of the Work and payment in full therefor by the Lessee the Lessor shall, upon receipt by the Lessor of proof satisfactory to it that the Work has been paid for in full and that there is no outstanding lien claim whether actual or potential in respect of the Work, transfer to the Lessee any insurance money then remaining in the possession of the Lessor.

(7) Provided that if at the time of the occurrence of a loss the leasehold estate created hereby is subject to a first mortgage, the words "Lessor and first mortgagee" shall be substituted for the word "Lessor" wherever it appears in Subclauses (2) to (6) inclusive of this Section 7.08, to the end that the mortgagee under such first mortgage shall control the disposition of the insurance proceeds in accordance with the provisions hereof jointly with the Lessor.

(8) The Lessee shall maintain and pay all premiums for general public liability and boiler insurance in such minimum amounts as the Lessor shall reasonably request and with companies approved by the Lessor, and the Lessee shall during the term hereof from time to time provide the Lessor with the policies or certificates of insurance in forms satisfactory to the Lessor as evidence that such insurance is in full force

and effect. All such policies shall be written in the names of the Lessor and the Lessee jointly. In the case of boiler insurance, all proceeds shall be paid to the Lessor alone and disposed of in the same manner as is provided in respect of insurance proceeds in Section 7.08(2) to (7) inclusive hereof.

(9) All insurance required to be carried hereunder by the Lessee shall be noncancellable except on ten (10) days' prior written notice to the Lessor.

Section 7.09 USE AND OPERATION OF DEMISED PREMISES

(1) The Lessee covenants that the demised premises and appurtenances thereto and every part thereof and all buildings and fixed improvements from time to time made in respect thereof in accordance herewith shall be used for the purposes of

and that the Lessee will not permit to be committed any waste or any nuisance thereon or permit any part of the demised premises to be used for any dangerous, noxious or offensive trade, occupation or business.

(2) The Lessee shall operate the property as a good quality development for the use aforesaid and shall in all respects manage the same as would a prudent owner.

ARTICLE 8

LIABILITY AND INDEMNITY OF LESSOR

Section 8.01

The Lessee shall, notwithstanding the provisions of Section 7.08(8) hereof, indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions growing out of:

(1) any breach, violation or non-performance of any covenants, conditions or agreements in this lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed or performed;

(2) any damage to property occasioned by the use and occupation of the demised premises or any part thereof;

(3) any injury to any person or persons, including death resulting at any time therefrom, occurring in or about the demised premises or any part thereof during the term of this lease and arising from or occasioned by any cause whatsoever except for an act or omission of the Lessor's agents or servants.

ARTICLE 9

ASSIGNMENTS AND SUBLETTING BY LESSEE

Section 9.01

(1) Prior to the completion of the construction of

the new building or buildings on the demised premises, the Lessee shall not assign, transfer, or otherwise dispose of this Lease, or sublet or part with possession of the demised premises either in whole or in part without the prior written consent of the Lessor; provided, however, that every assignment, transfer, or other disposition shall nevertheless comply with Section 9.01(3) hereof.

(2) After completion of construction of the said buildings the Lessee shall not assign, transfer or otherwise dispose of this Lease or sublet or part with possession of the demised premises either in whole or in part without the prior written consent of the Lessor which consent shall not be unreasonably withheld or arbitrarily withheld; provided, however, that every assignment, transfer or other disposition shall nevertheless comply with Section 9.01(3) hereof.

(3) No assignment, transfer or other disposition of this lease shall be valid unless the assignee or transferee shall expressly covenant and agree in writing with the Lessor and on terms and conditions acceptable to the Lessor to observe and perform all of the terms and conditions of this Lease on the part of the Lessee to be observed and performed, and unless the assignee or transferee shall also covenant and agree that Section 9.01(2) hereof shall apply to any further assignment, transfer or other disposition.

ARTICLE 10

MORTGAGES BY LESSEE

Section 10.01

The Lessee may not assign or sublet its estate by way of mortgage, charge or other like encumbrance, and may not otherwise mortgage or charge its estate without the consent in writing of the Lessor first had and obtained, such consent not to be unreasonably withheld.

ARTICLE 11

CONTESTED CLAIMS

Section 11.01

The Lessor shall, at the request and expense of the Lessee, and the Lessee shall have the right to, contest or apply for reduction of the amount, legality or mode of payment of any operating charge, taxes, rates or assessments of any nature whatsoever, levied or charged in respect of the demised premises or of any statute, law, by-law, ordinance, regulation or order affecting the demised premises and/or the buildings, structures, fixtures, equipment and facilities thereon, upon the Lessee furnishing to the Lessor such security as the Lessor may deem necessary in the circumstances. Notwithstanding anything in this Lease to the contrary, in the event of such contest or application the Lessee shall not be deemed to be in default in payment of such charges, taxes, rates or assessments or in complying with such statutes,

laws, by-laws, ordinances, regulations or orders until the outcome thereof is finally determined, provided that it shall be lawful to postpone such payment or such compliance until such time, provided further that such postponement of payment may only be made for so long as it will not and does not adversely affect the security or value of the Lessor's title and interest in the said lands. In addition, the Lessee shall have the right to intervene in any condemnation or expropriation proceedings, to defend and prosecute any claims and in general shall have the right to take any appropriate action to protect and enforce any rights or interest it may acquire by virtue of these presents. The Lessee shall pay all costs, interest and penalties which may result from any such contest, application or action, and shall give prompt notice of the commencement of any such contest, application or action to the Lessor. The Lessee shall facilitate any obligations which the Lessor may be required to perform by virtue of its interest in the demised premises and to assist the Lessor in making any claims for insurance monies, expropriation awards and other similar claims. To this end and for all purposes hereunder the Lessor and Lessee shall enter into or join in the execution of any necessary instruments, and shall conduct any such contest, application or action with due diligence.

ARTICLE 12

DETERMINATION OF DISPUTES BETWEEN THE PARTIES

Section 12.01

(1) If any dispute shall arise between the Lessor

and the Lessee under Sections 3.02, 5.01, 7.01 or 7.06 hereof, either party may require arbitration of the dispute by giving a written notice to arbitrate to the other. In such event each of the Lessor and the Lessee shall, within 10 days after the giving of such notice to arbitrate, give notice to the other nominating one arbitrator on its own behalf, and the two arbitrators so nominated shall within ten (10) days of the nomination of the second nominate a third arbitrator and the three arbitrators so nominated shall determine the dispute in accordance with this section and having regard to all of the provisions of this Lease (provided that if either party shall fail to nominate an arbitrator in accordance with the foregoing or if the two arbitrators who have been nominated fail to agree on the nomination of a third arbitrator, either the Lessor or the Lessee may apply upon notice to the other to a Justice of the Supreme Court of Alberta who shall have jurisdiction to nominate such arbitrator or arbitrators). The decisions of any two of the three arbitrators shall be binding upon the parties. The cost of each arbitration shall be borne equally between the Lessor and the Lessee. Except as to the matters otherwise provided herein the provisions of the Arbitration Act of Alberta (or any successor

statute) shall apply; provided always that if any dispute has not been determined by the arbitrators within sixty (60) days of the giving of the notice to arbitrate, either the Lessor or the Lessee at any time thereafter, but prior to a determination being made by the arbitrators, shall be entitled to have recourse to the Courts of Alberta having jurisdiction for the determination of the dispute, and upon the commencement of any action for such purpose the jurisdiction of the arbitrators in respect of such dispute shall cease.

(2) Except where this Lease provides for the manner of determining a dispute and that the determination so made shall be binding upon the parties, the parties shall have all their normal remedies at law or in equity, and in particular nothing herein shall deprive the Lessor of recourse to all its legal and equitable remedies in respect of the breach by the Lessee of any of its obligations under this Lease.

ARTICLE 13

QUIET POSSESSION AND FORFEITURE

Section 13.01

(1) The Lessor covenants with the Lessee as follows: that upon the Lessee paying the rent hereby

reserved and performing and observing the covenants hereinbefore on its part contained the Lessee shall and may peaceably possess and enjoy the demised premises for the principal term hereby granted and any renewals of the term exercised hereunder without any interruption or disturbance from the Lessor or from any other person or persons lawfully claiming by, from or under it;

PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED THAT:

(2) (a) If and whenever:

(i) the Lessee shall default in the payment of rent or of any other sum required to be paid to the Lessor by any provision of this Lease, and such default shall continue for fifteen (15) days after notice thereof given by the Lessor to the Lessee; or

(ii) the Lessee shall default in performing or observing any of its other covenants or obligations under this Lease, and the Lessor shall have given to the Lessee notice of such default, and at the expiration of thirty (30) days after the giving of such notice the default shall continue to exist (or, in the case of a default which cannot with due diligence be cured within

a period of thirty (30) days, the Lessee shall fail to proceed promptly after giving of such notice to begin to cure the same); or

(iii) the term hereby created shall be seized or taken in execution by any creditor of the Lessee; or

(iv) the Lessee shall make an assignment for the benefit of creditors, or shall become bankrupt, or shall make application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever legislative or otherwise be taken with a view to the winding-up, dissolution or liquidation of the Lessee,

then and in any of such cases the then-current month's rent together with the rent for the three (3) months' next ensuing shall immediately become due and payable, and the Lessor may without notice or any form of legal process whatever forthwith re-enter upon the demised premises or any part thereof in the name of the whole, whereupon this Lease shall terminate forthwith, anything contained herein or in any statute or law to the contrary notwithstanding, provided however that such termination shall be

wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent breach of covenant on the part of the Lessee. Provided further that notwithstanding such termination the Lessor may subsequently recover from the Lessee all losses, damages, costs and expenses whatsoever (except for loss of future profits save as otherwise provided herein) suffered by reason of the Lease having been prematurely determined.

(b) The Lessee waives and renounces the benefit of any present or future statute purporting to limit or qualify the Lessor's right to distrain and agrees with the Lessor that in any of the cases described in Subsection (a) of this paragraph the Lessor in addition to the other rights hereby reserved to it shall have the right to enter the said premises as agent of the Lessee either by force or otherwise without being liable for any prosecution therefor and to take possession of any goods or chattels whatsoever on the demised premises and to sell the same at public or private sale without notice and apply the proceeds of such sale on account of the rent due or in satisfaction of the breach of any covenant or agreement herein contained and the Lessee shall remain liable for the deficiency, if any.

(c) The Lessee agrees with the Lessor that in any of the cases described in Subsection (a) of this paragraph the Lessor in addition to the other rights hereby reserved to it shall have the right to enter the said premises as agent of the Lessee either by force or otherwise without being liable for any prosecution therefor and to re-lease or sublet, as the Lessee's agent, the demised premises or any part thereof, and to apply the proceeds of such re-leasing or subleasing on account of the rent due or in satisfaction of the breach of any covenant or agreement herein contained and the Lessee shall remain liable for the deficiency, if any.

(3) (a) No re-entry, forfeiture or termination of this Lease by the Lessor shall be valid against a mortgagee, chargee or other encumbrancer of the Lessee's estate herein whose mortgage, charge or encumbrance has been consented to by the Lessor and who has filed with the Lessor written notice of his mortgage, charge or encumbrance and specified an address for service, within any City in the Province of Alberta, (such mortgagee, chargee or holder of an encumbrance being hereinafter, in this Subsection 13.01(3), called "the mortgagee")

unless the Lessor shall first have given to the mortgagee notice of the default or contingency entitling the Lessor to re-enter, terminate or forfeit this Lease, and of the Lessor's intention to take such proceedings, and requiring the mortgagee to cure the default. The mortgagee shall thereafter have a period of thirty (30) days within which to cure the default or contingency, if the same can reasonably be cured within such period, or within which to begin curing of the same if it cannot be reasonably cured within such period, and shall be permitted access to the lands for that purpose. If the mortgagee so cures or begins and continues diligently to endeavour to cure such default or contingency it shall be entitled to continue as Lessee hereunder for the balance of the term remaining at the date of the notice of default, provided that it attorns as Lessee to the Lessor and undertakes to be bound by and to perform and observe the covenants of the Lessee in this Lease.

(b) If this Lease shall be terminated as against the Lessee pursuant to the provisions of Paragraph (2) hereof, it shall be deemed nevertheless to continue in force between the

Lessor and the mortgagee for the balance of the term remaining at the date of termination if the mortgagee shall observe the requirements of Sub-paragraph (a) of Section 13.01 (3) hereof and shall within thirty (30) days of the date of the notice referred to in such Sub-paragraph (a) attorn to the Lessor and undertake to be bound by and to perform and observe the covenants of the Lessee in this Lease.

(c) Any re-entry, termination or forfeiture of this Lease made in accordance with the provisions of this Lease as against the Lessee shall be valid and effectual against the Lessee even though made subject to the rights of any mortgagee, chargee, or encumbrancer of the Lessee's estate to continue as Lessee hereunder.

ARTICLE 14

WAIVER

Section 14.01

No waiver by the Lessor of any breach by the Lessee of any of its obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach or of any other obligation, agreement or covenant, nor shall any forebearance by the Lessor

to seek a remedy for any breach by the Lessee be a waiver by the Lessor of its rights and remedies with respect to such or any subsequent breach.

ARTICLE 15

INJUNCTION

Section 15.01

In addition to any other remedies provided in this Lease or otherwise available to the Lessor, the Lessor shall be entitled to obtain an injunction restraining any violation or attempted or threatened violation by the Lessee of the Lessee's covenants herein contained.

ARTICLE 16

RENEWAL OF LEASE

Section 16.01

If the Lessee duly and regularly pays all rent provided for herein and performs all and every of the covenants, provisos and agreement herein on the part of the Lessee to be paid and performed, then the Lessee shall have and is hereby granted three (3) successive options to renew the term of this Lease for the period of five (5) years for each such option, each such option to be exerciseable upon written request of the Lessee given as herein provided to the Lessor not later than six (6) months prior to the expiration of the principal term or of the extended term

(as the case may be for each such option); and each such renewal term shall be subject to and be upon the same terms and conditions as the principal term except that the Annual Rent for each year of each renewal term shall be in the amount set out in Paragraphs 3.02 (12), (13) and (14) hereof and except also that the provision for renewal contained in this Section 16.01 shall not apply to the third (3rd) renewal term. It is a condition precedent to the right to exercise and enjoy each option to renew that the Lessee shall duly and regularly have paid the Annual Rent provided for herein and performed all and every of the covenants, provisos and agreements herein on the part of the Lessee to be paid and performed throughout the principal term and all renewal terms preceding the date of such exercise. For greater certainty the renewal terms, if exercised hereunder, shall be as follows:

RENEWAL	COMMENCEMENT	EXPIRY
First Renewal Term		
Second Renewal Term		
Third Renewal Term		

there being no further option to renew after the expiry of the third (3rd) renewal term.

ARTICLE 17

TERMINATION OF LEASE

Section 17.01

Upon the termination of this Lease by effluxion of time

but not otherwise the Lessor shall pay to the Lessee the value of any unexpired insurance upon the buildings and structures forming part of the demised premises and the parties shall pro-rate, adjust, apportion and allow between themselves all taxes, water rates and other items of a similar nature to the intent and purpose that the Lessee shall bear the burden thereof until it shall deliver up possession of the demised premises on the termination of the Lease or at the expiry of any holding over but not afterwards.

ARTICLE 18

IMPROVEMENTS AS PART OF LAND

Section 18.01

The aforesaid together with all alterations hereafter made and improvements installed or constructed in or upon the demised premises shall at the date of their making, installation and construction be and become part of the demised premises and the property of the Lessor without payment therefor by the Lessor and shall be surrendered to the Lessor upon the expiration or sooner termination of this Lease, reasonable wear and tear only excepted.

ARTICLE 19

DEFAULT BY LESSEE

Section 19.01

(1) In the event of default by the Lessee in performance

of any of its obligations hereunder other than the payment of rent, the Lessor may but shall not be obliged to perform the same and the amount of any expenditures made by the Lessor in connection therewith including solicitor's fees on a solicitor-and-client basis, shall be deemed to be rent payable hereunder on the date incurred, and shall be reimbursed to the Lessor by the Lessee on demand together with interest at the rate of Twelve ------(12%)----per cent per annum from the date incurred until paid. The Lessor shall, however, be under no obligation to remedy any default of the Lessee, and shall not incur any liability to the Lessee for any act or omission in the course of its curing or attempting to cure any such default.

(2) The Lessee will observe and perform all of its obligations in respect of assignments, subleases, agreements for tenancy, mortgages, charges and encumbrances of its leasehold interest and will not suffer or allow any such obligations to be in default, and if any such default shall occur the Lessor may, but shall not be obliged to, rectify such default for the account of the Lessee pursuant to the provisions of Paragraph (1) hereof, and may enter upon the lands for such purpose, provided that no such entry shall be deemed to work a forfeiture or constitute a re-entry hereunder.

ARTICLE 20

NET LEASE

Section 20.01

It is the intention of the parties hereto that this Lease shall be a net lease, and that the rental provided to be paid to the Lessor hereunder shall be net to the Lessor, and shall yield to the Lessor the entire such rental during the full term of this Lease without abatement for any cause whatsoever, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the demised premises, whether or not herein referred to and whether or not of a kind now existing or within the contemplation of the parties hereto shall be paid by the Lessee.

ARTICLE 21

NOTICES

Section 21.01

Whenever under the provisions hereof any notice, demands or requests are required to be given by either party to the other such notice, demand or request shall be deemed to have been served on the third (3rd) business day following the date of mailing by registered mail, to the Lessor at:

President
Alberta Housing Corporation
11810 Kingsway Avenue
Edmonton, Alberta
T5G 0X5

and to the Lessee at the following address:

provided however that such addresses may be changed upon five (5) days' written notice; Provided further that in the event that notice is served by mail at a time when there is an interruption of mail service affecting the delivery of such mail then notice shall not be deemed to have been served until one (1) week after the date that normal mail service is restored.

ARTICLE 22

OVER-HOLDING

Section 22.01

If at the expiration of the principal term or any renewal term (if exercised or taken hereunder) of this Lease the Lessee shall hold over for any reason, the tenancy of the Lessee thereafter shall be from month to month only, and shall be subject to all terms and conditions of this Lease, except as to duration, in the absence of written agreement to the contrary.

ARTICLE 23

SUCCESSORS AND ASSIGNS

Section 23.01

The word "Lessor" wherever it occurs herein shall mean and extend to and include the Lessor, its successors

and assigns; and the word "Lessee" shall mean and extend to and include the Lessee, its heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24

SEVERABILITY

Section 24.01

If any term, covenant or condition of this Lease, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 25

JOINT AND SEVERAL LIABILITY

Section 25.01

Wherever in this Lease and the covenants, provisos, conditions and agreements thereof there are words referring to the Lessee which impart the singular number, they shall, if there be more than one party Lessee to the Lease, be read and construed

as applied to each of the Lessees, and to their respective heirs, executors, administrators, and permitted assigns; and all of the said covenants, provisos, conditions and agreements herein contained shall be, and shall be construed and held to be, several as well as joint.

ARTICLE 26

ACCEPTANCE OF LEASE

Section 26.01

The Lessee does hereby accept this Lease of the above described premises, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the parties hereto have executed these presents under seal (witnessed as to parties Corporate by the hands of their respective officers duly authorized in that behalf) this day of , A.D. 19

LESSOR:

ALBERTA HOUSING CORPORATION

Per: _____

_____

SIGNED SEALED & DELIVERED in the presence of:

LESSEE:

_____

_____ _____

SCHEDULE TO LEASE

SCHEDULE "A"

ALBERTA HOUSING CORPORATION to

dated the day of , A.D. 19

and covering the lands hereinafter described:

AFFIDAVIT OF EXECUTION

I, , of the City of , in the Province of Alberta,

MAKE OATH AND SAY:

1. THAT I was personally present and did see named in the annexed instrument, who is/are personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. THAT the same was executed at the City of in the Province of Alberta, and I am the subscribing witness thereto.

3. THAT I know the said part , and is in my belief of the full age of eighteen years.

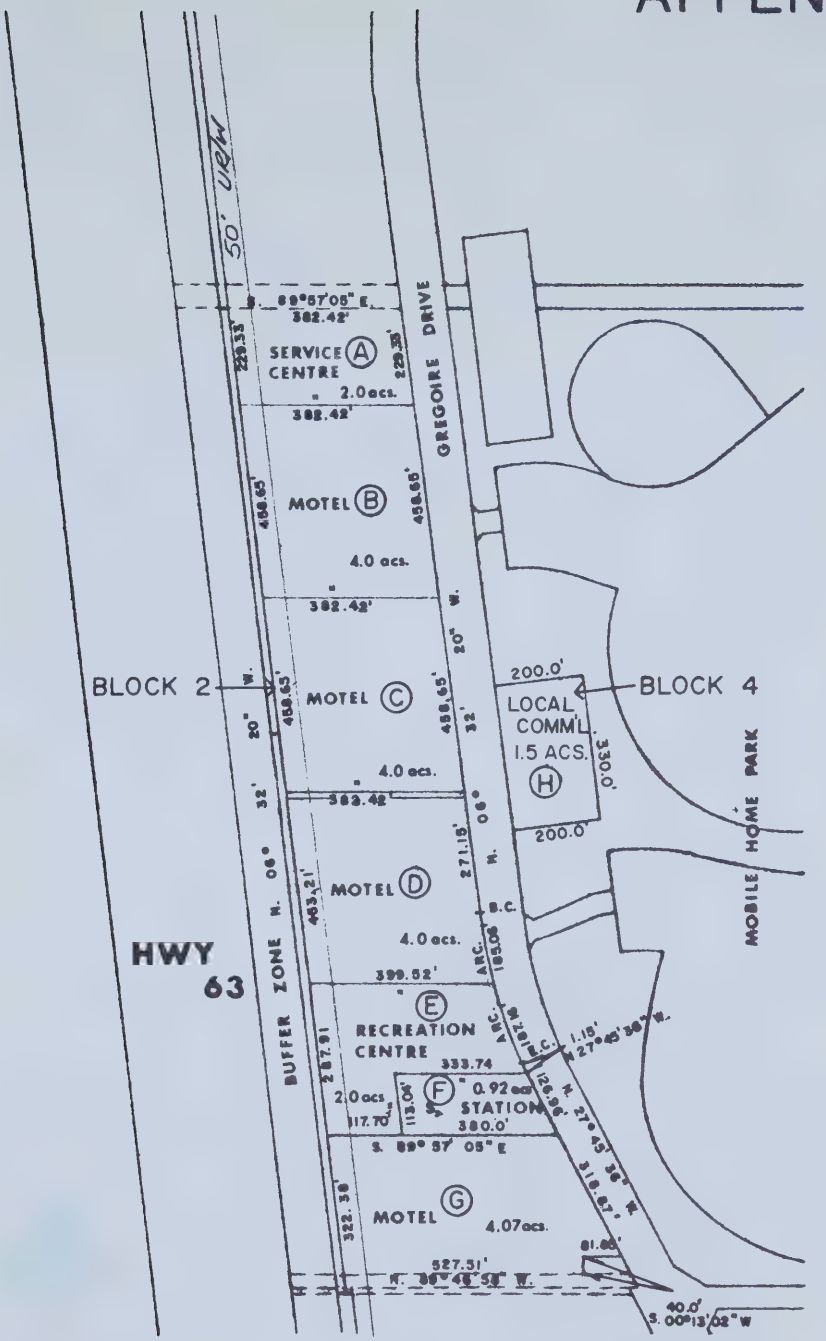
SWORN BEFORE ME at the City of in the Province of Alberta, this day of A.D. 19 .

_____

A Commissioner for Oaths, a Notary Public in and for Alberta.

SECTION H - MAPS

APPENDIX A



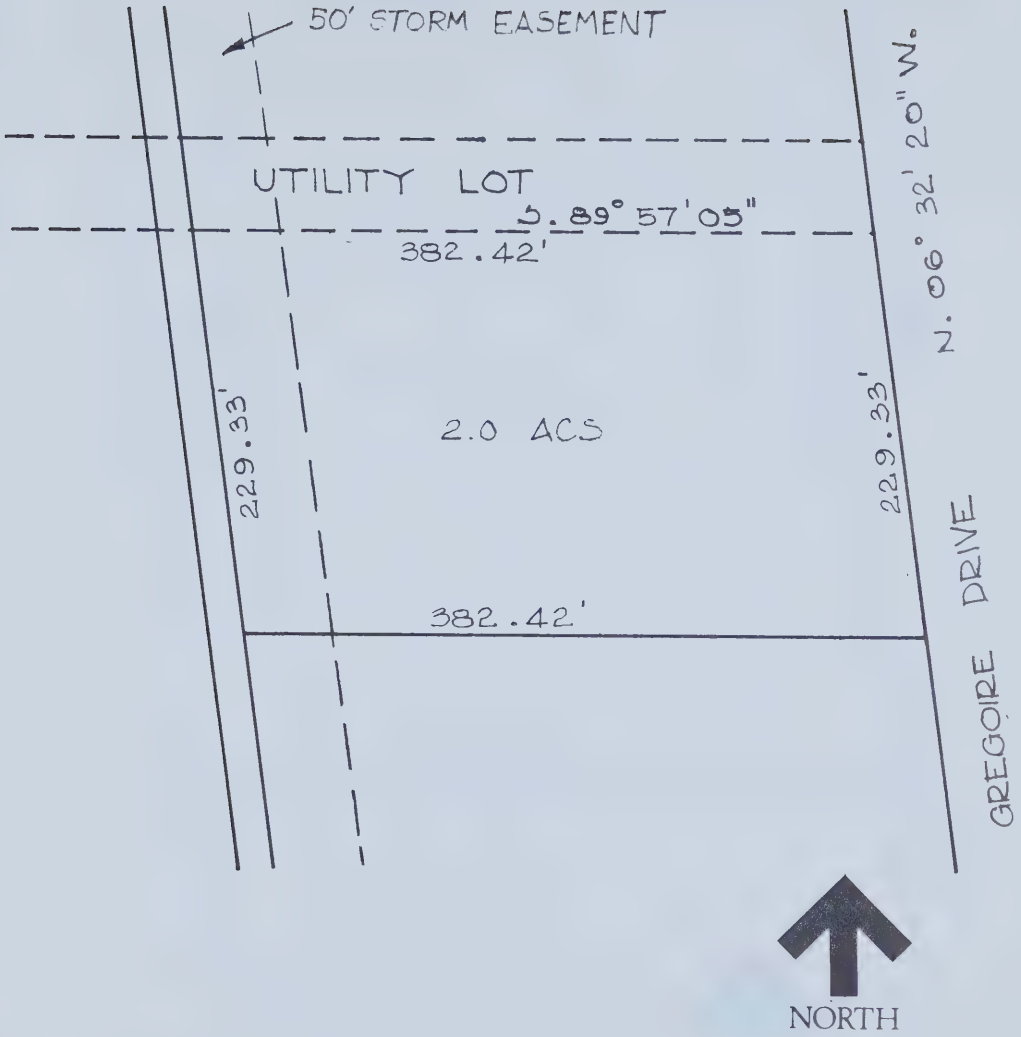
SCALE : 1" = 400'

HIGHWAY COMMERCIAL SITE - STAGE 1 DEVELOPMENT , AREA 6 FORT M^{C} MURRAY

COHOS, EVAMY & PARTNERS

architects · engineers · planners · interior designers · calgary · alberta

PLATE A



SCALE : 1" = 100'

FORT M^{C} MURRAY AREA 6
HIGHWAY COMMERCIAL
LOT 1 BLOCK 2 - SERVICE CENTRE SITE

ALBERTA HOUSING CORP.

COHOS, EVAMY & PARTNERS

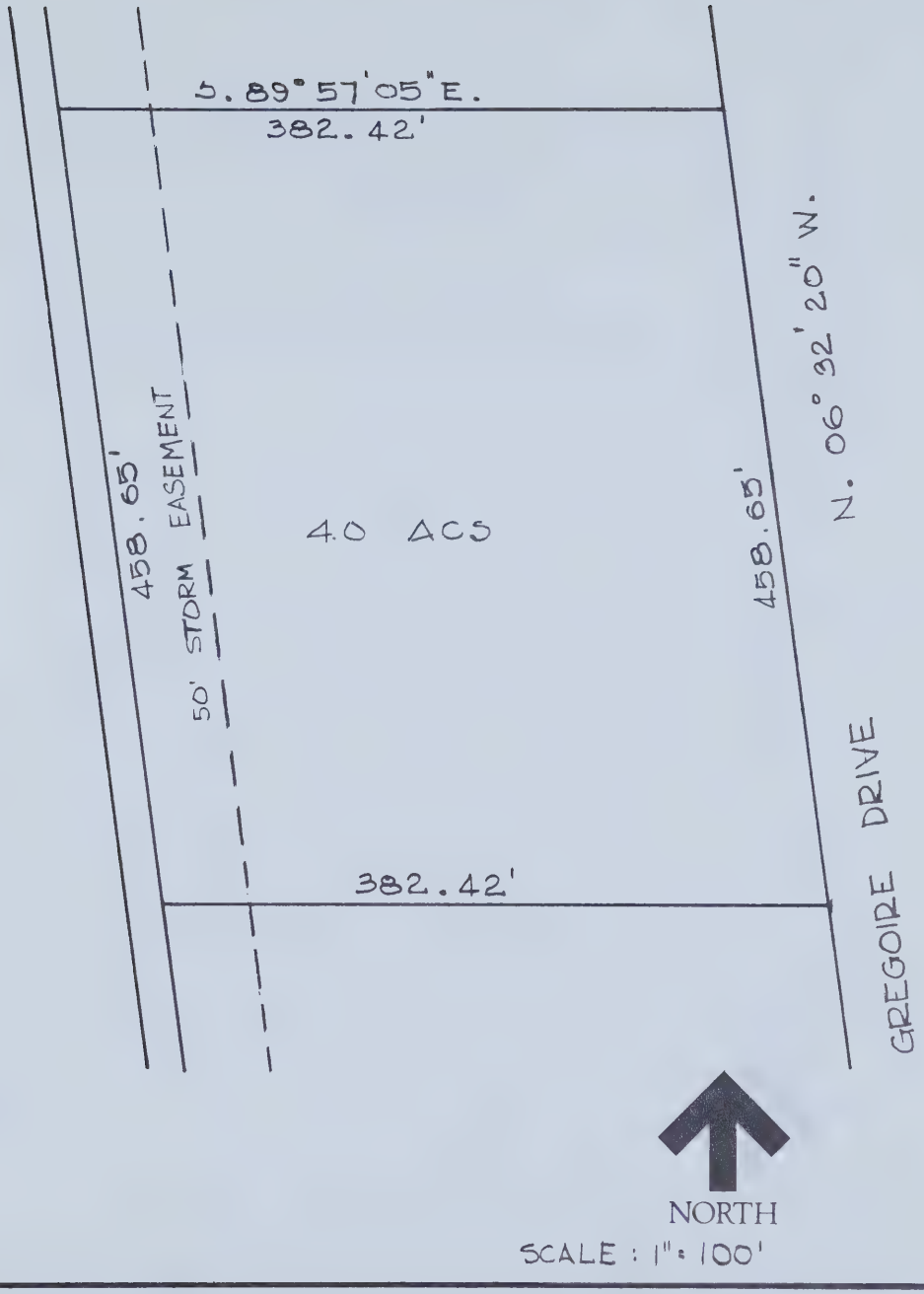
PLATE B

FORT M^{C} MURRAY AREA 6
HIGHWAY COMMERCIAL
LOT 2 BLOCK 2 - MOTEL SITE

ALBERTA HOUSING CORP.

COHOS, EVAMY & PARTNERS

PLATE C

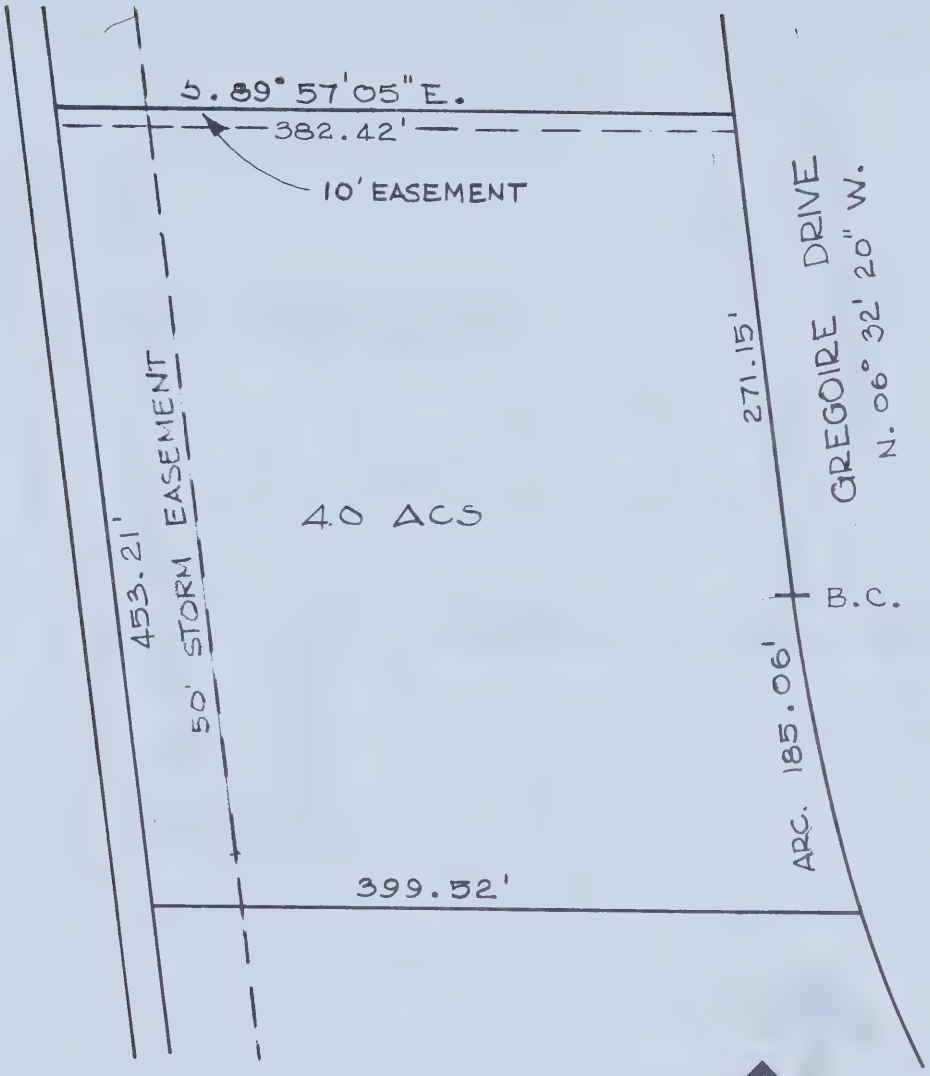


FORT M^{C} MURRAY AREA 6
HIGHWAY COMMERCIAL
LOT 3 BLOCK 2 - MOTEL SITE

ALBERTA HOUSING CORP.

COHOS, EVAMY & PARTNERS

PLATE D



REVISION
10' EASEMENT ADDED
17-10-74

NORTH

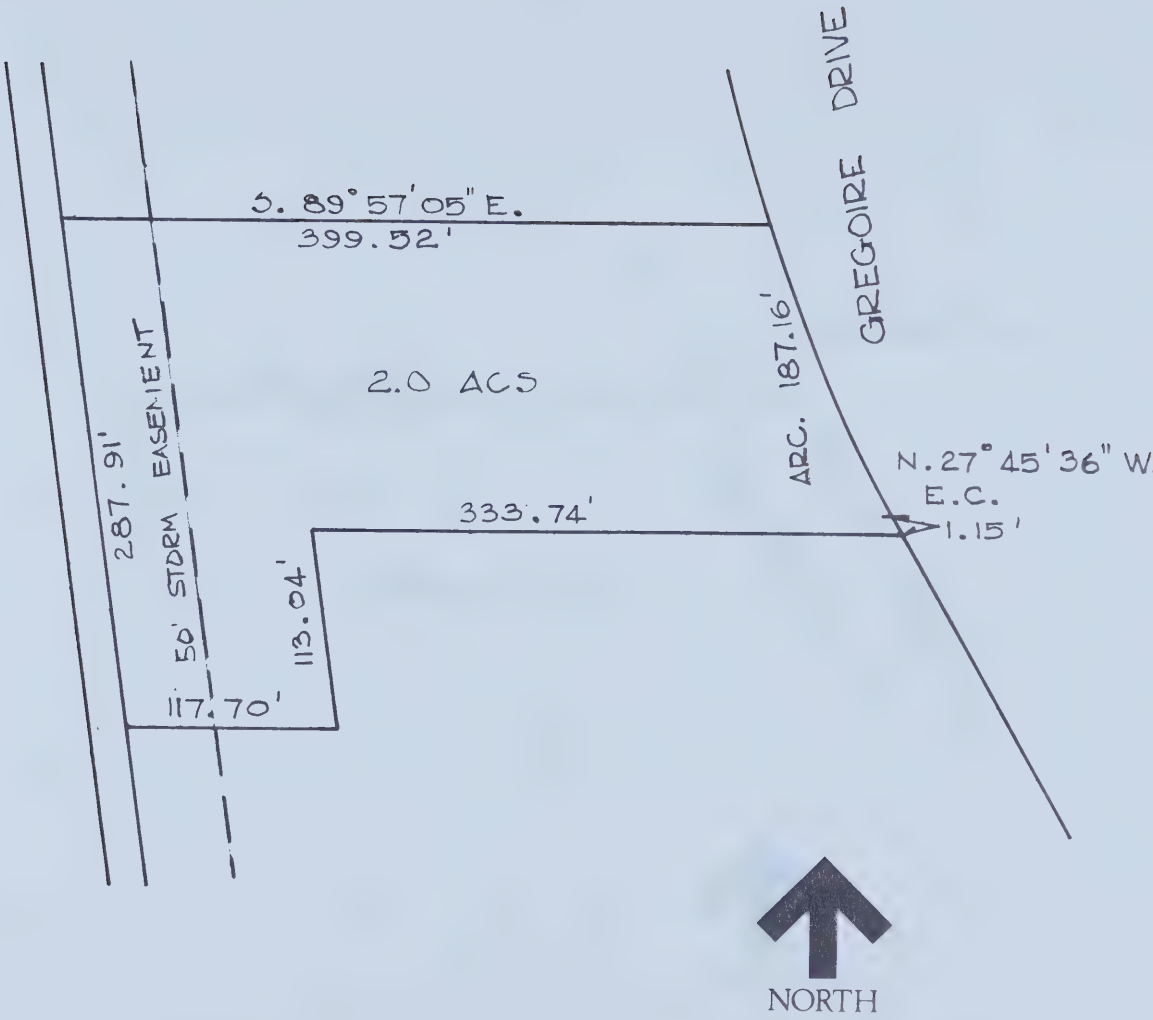
SCALE: 1" = 100'

FORT M^{C} MURRAY AREA 6
HIGHWAY COMMERCIAL
LOT 4 BLOCK 2 - MOTEL SITE

ALBERTA HOUSING CORP.

COHOS, EVAMY & PARTNERS

PLATE E



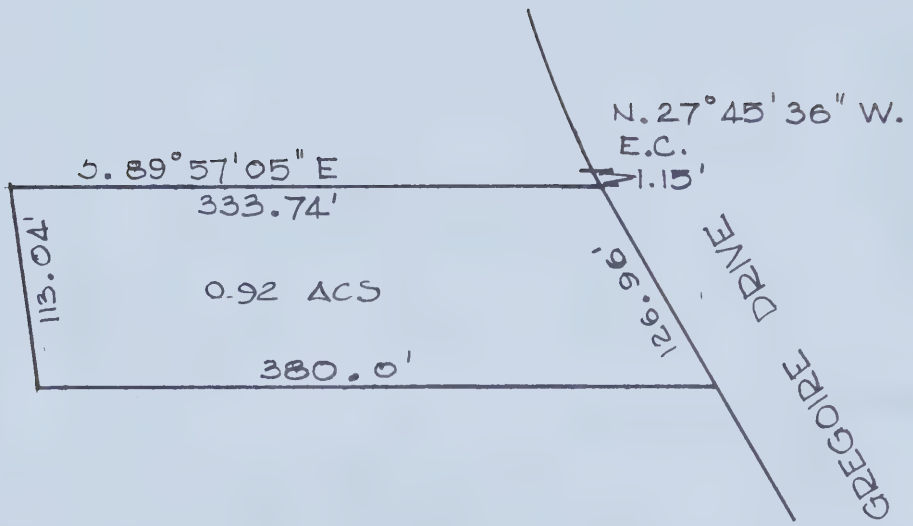
SCALE : 1" = 100'

FORT M^{C} MURRAY AREA 6
HIGHWAY COMMERCIAL
LOT 5 BLOCK 2 - RECREATION CENTRE SITE

ALBERTA HOUSING CORP.

COHOS, EVAMY & PARTNERS

PLATE F



SCALE : 1" = 100'

FORT M^{C} MURRAY AREA 6
HIGHWAY COMMERCIAL
LOT 6 BLOCK 2 - SERVICE STATION SITE

ALBERTA HOUSING CORP.

COHOS, EVAMY & PARTNERS

PLATE G

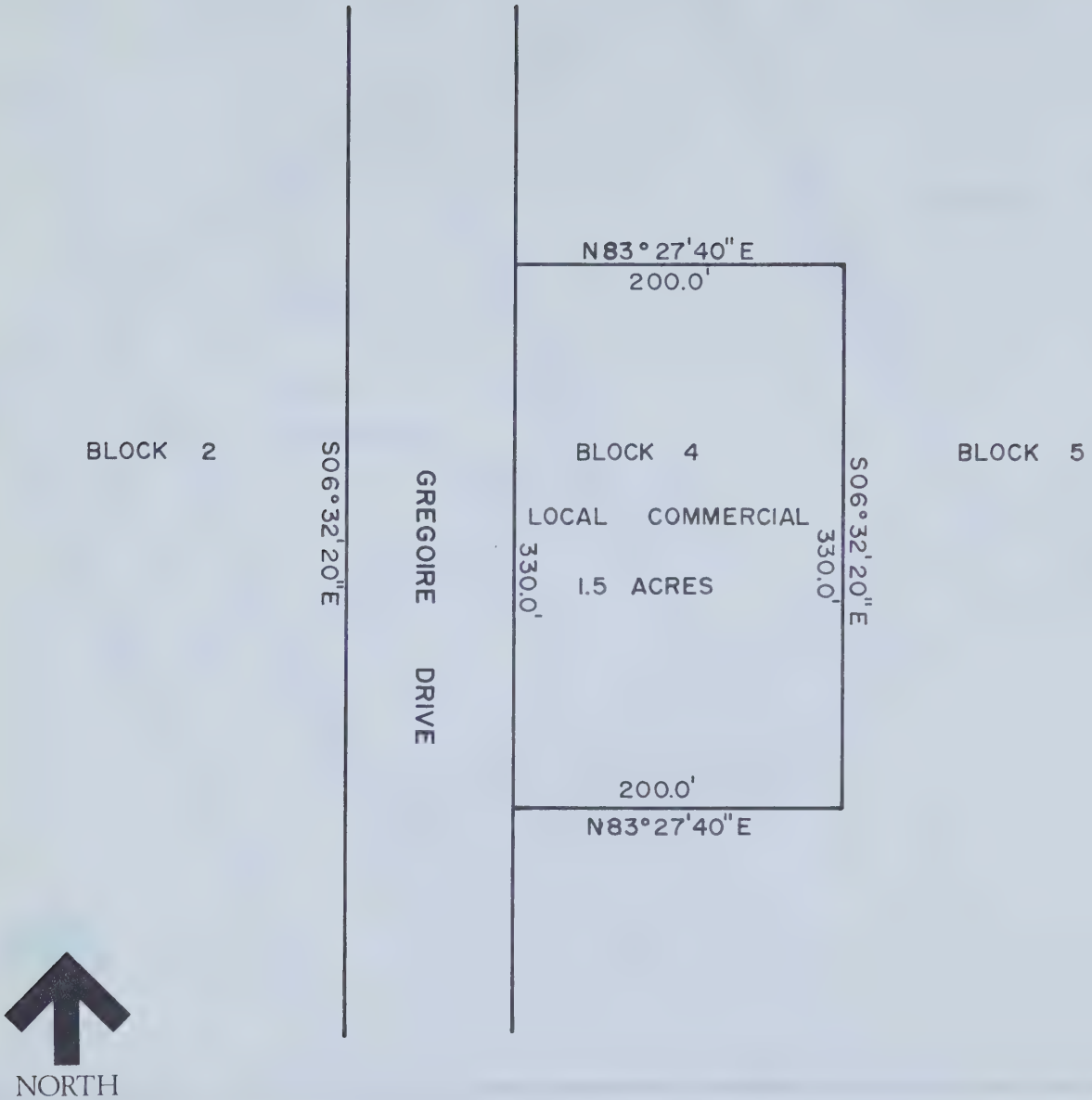
SCALE 1" = 100'

FORT M^{C} MURRAY AREA 6
HIGHWAY COMMERCIAL
LOT 7 BLOCK 2 - MOTEL SITE

ALBERTA HOUSING CORP.

COHOS, EVAMY & PARTNERS

PLATE H



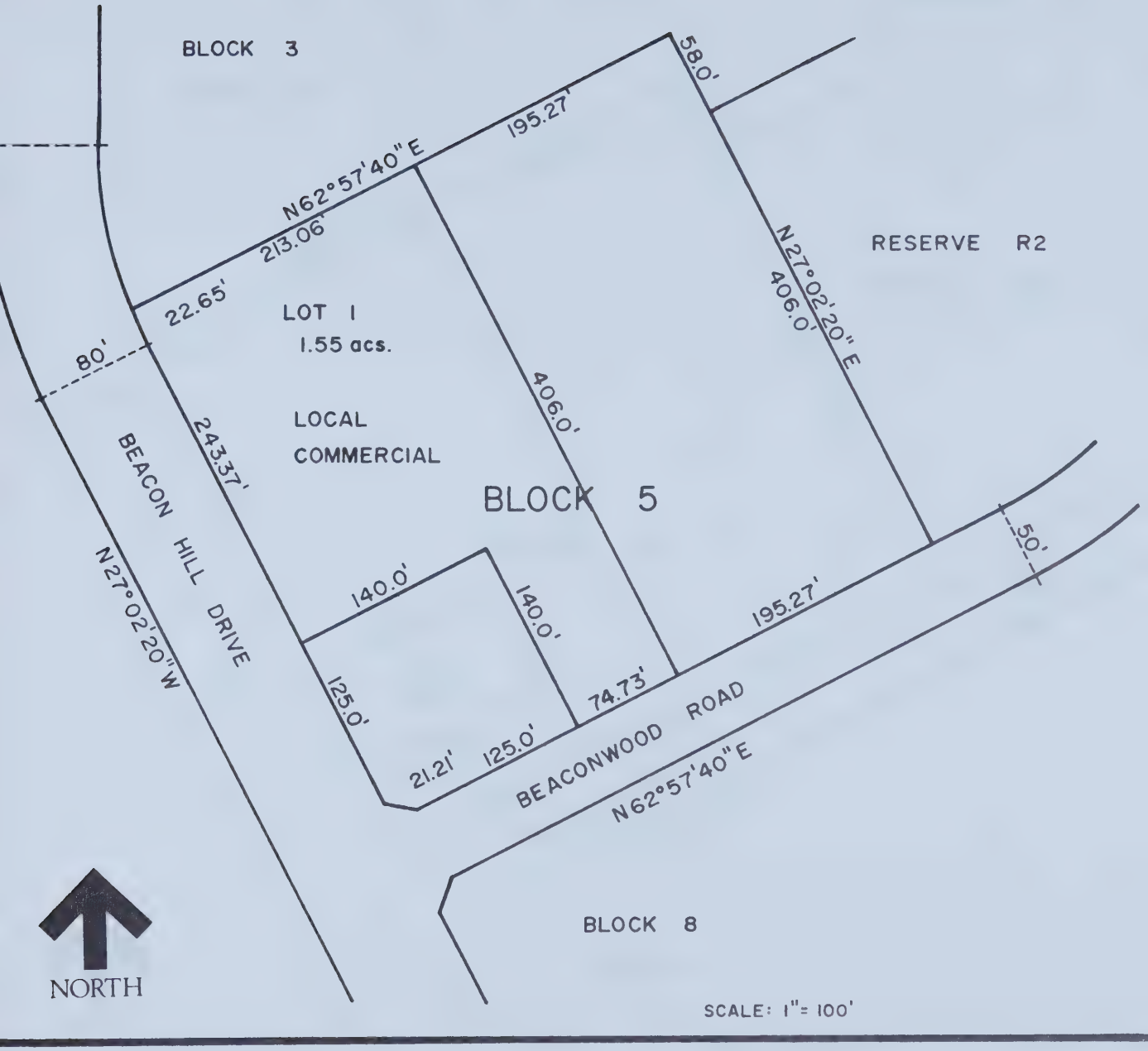
SCALE: 1"= 100'

FORT McMURRAY AREA 6
LOCAL COMMERCIAL SITE
BLOCK 4

ALBERTA HOUSING CORP.

COHOS, EVAMY & PARTNERS

PLATE 1



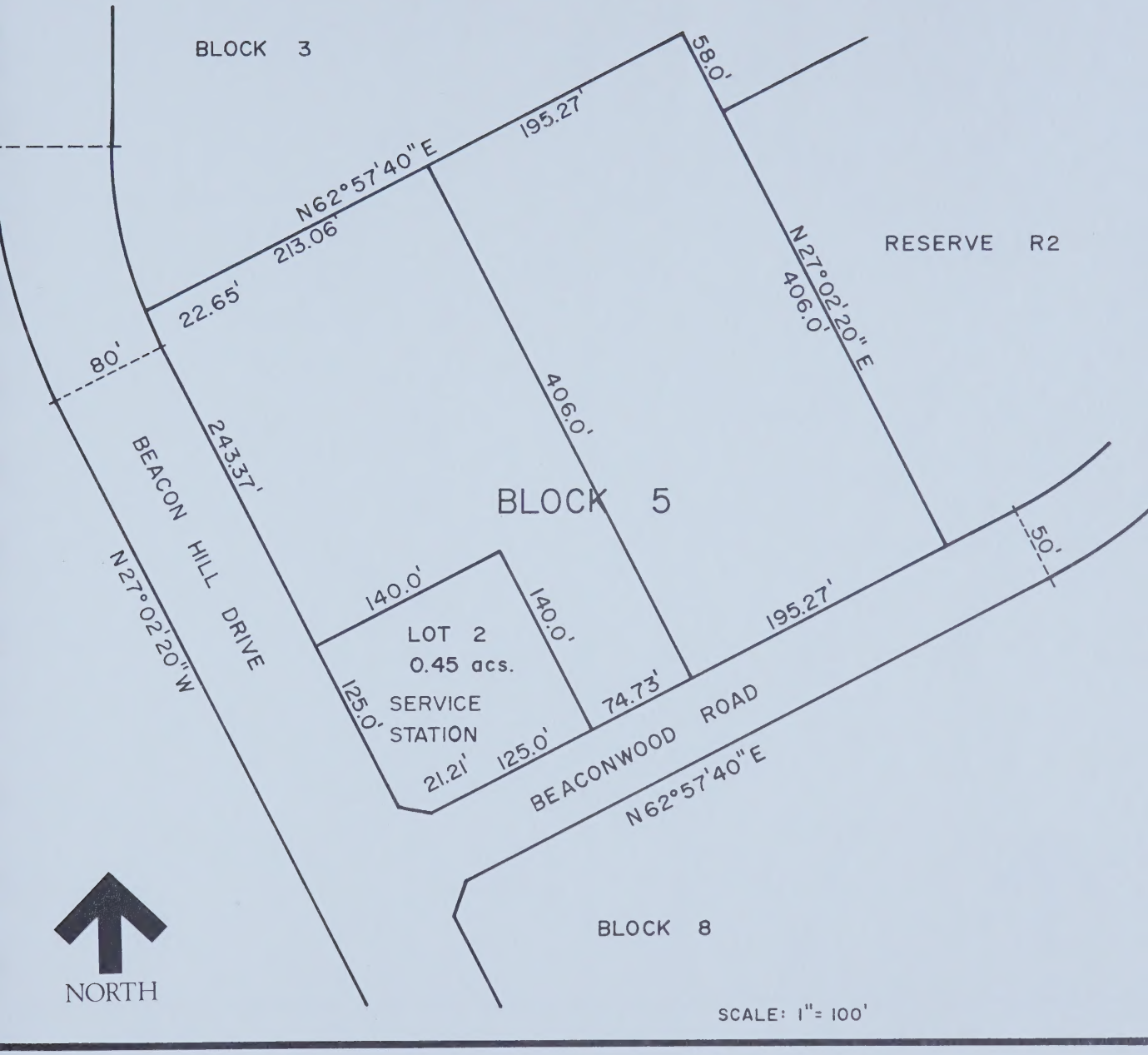
FORT McMURRAY AREA 2
LOCAL COMMERCIAL SITE
SUBDIVISION OF BLOCK 5 - BEACON HILL

LOT-1

ALBERTA HOUSING CORP.

COHOS, EVAMY & PARTNERS

PLATE J



FORT McMURRAY AREA 2
LOCAL COMMERCIAL SITE

SUBDIVISION OF BLOCK 5 - BEACON HILL

LOT-2

ALBERTA HOUSING CORP.

COHOS, EVAMY & PARTNERS

FORT McMURRAY AREA 2
LOCAL COMMERCIAL SITE
SUBDIVISION OF BLOCK 5 - BEACON HILL

LOT - 2